

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

DAVIS GULF COAST, INC.

*Plaintiff,*

VS.

ALL AMERICAN OIL & GAS, INC.

*Defendant.*

§  
§  
§  
§  
§  
§  
§  
§  
§

Civil Action No. 4:12-cv-871

**PLAINTIFF'S ORIGINAL COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COMES NOW, Davis Gulf Coast, Inc. and, hereby files this, its Original Complaint against All American Oil & Gas, Inc. and, for cause, would respectfully show unto the Court the following:

**I.**  
**THE PARTIES**

1. Davis Gulf Coast, Inc. DGC ("DGC") is an Oklahoma Corporation with its principal place of business at 2800 Mid-Continent Tower, Tulsa, Oklahoma 74103.

2. All American Oil & Gas, Inc. ("AAOG") is a Delaware corporation with its principal place of business at 310 South Saint Mary's Street, Suite 1515, San Antonio, Texas 78205-3146.

**II.**  
**JURISDICTION AND VENUE**

3. This Court has jurisdiction over the lawsuit because the amount in controversy is within this Court's jurisdictional requirements pursuant to 28 U.S.C. § 1332(a).

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(1),(c)(2),(d).

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(1),(c)(2),(d).

**III.**  
**FACTS**

5. The allegations contained in Paragraphs 1–4 are incorporated by reference herein.

6. DGC and AAOG are both actively involved in the exploration for oil and gas resources.

7. DOG and AAOG executed a valid, binding contract entered into in DGC's office in Tulsa, Oklahoma, dated July 12, 2010 (hereinafter “Letter Agreement”).<sup>1</sup> The Letter Agreement concerned the assignment of working interests in two oil and gas leaseholds, known as the Devon Fee 2 Unit and Raynor 3 Unit, located in Brazoria County, Texas.

8. The Letter Agreement required AAOG to pay DGC a total of \$300,000 upon receipt of the assignment of the leaseholds. Payment was due no later than October 15, 2010.

9. The Letter Agreement also required AAOG to purchase 12,200 feet of steel casing at \$60 per foot, for a total of \$732,000.

10. On January 21, 2011, DGC sent a letter to AAOG demanding payment under the Letter Agreement. DOG sent another demand letter to AAOG on February 14, 2011, stating that AAOG was in breach of the Letter Agreement and to remit payment immediately. AAOG has failed to honor its contractual obligations or even respond to these demand letters. AAOG has yet to pay DGC the amounts owed under the Letter Agreement.

**IV.**  
**CAUSES OF ACTION**

11. The allegations contained in Paragraphs 1–10 are incorporated by reference herein.

---

<sup>1</sup> A copy of the Letter Agreement is attached hereto as Exhibit “A.”

12. On or about June 12, 2010, AAOG and DOG entered into the Letter Agreement. The Letter Agreement is a valid, enforceable contract.

13. The Letter Agreement required AAOG to pay DGC, no later than October 15, 2010, upon receipt of assignment of certain leaseholds defined therein.

14. DGC has performed and/or tendered performance of its obligations under the Letter Agreement.

15. AAOG, on the other hand, has materially breached the Letter Agreement by failing to pay DGC the amounts owed under the contract.

16. AAOG's breach has caused actual damages to DGC in the sum of \$1,032,000 for AAOG's failure to make timely payment under the Letter Agreement.

17. DGC is entitled to recover its reasonable and necessary attorney's fees.

**V.**  
**JURY DEMAND**

20. DGC respectfully demands a trial by jury.

**VII.**  
**PRAYER**

WHEREFORE, Davis Gulf Coast, Inc. requests that All American Oil & Gas, Inc. be cited to appear and answer herein, and requests for judgment against Defendant as follows:

1. Actual damages;
2. Reasonable attorney's fees;
3. Pre-judgment and post-judgment interest as provided by law;
4. Costs of suit; and
5. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

**COATS ROSE YALE RYMAN & LEE, P.C.**

By: /s/ Charles Clayton Conrad

Charles Clayton Conrad

Texas Bar No. 24040721

Southern District I.D. 37220

3 E. Greenway Plaza, Suite 2000

Houston, Texas 77046-0307

Telephone: (713) 651-0111

Facsimile: (713) 651-0220

**ATTORNEY FOR PLAINTIFF**